

Inside/Commercial Agreement

By And Between
The DuPage County Division,
Northeastern Illinois Chapter, NECA
And
Local Union 701, IBEW

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INSIDE/COMMERCIAL AGREEMENT

Agreement by and between the DuPage County Division, Northeastern Illinois Chapter, National Electrical Contractors Association, Inc. and Local Union No. 701, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the DuPage County Division, Northeastern Illinois Chapter, National Electrical Contractors Association, Inc., and the term "Union" shall mean Local Union No. 701, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an Assent to this Agreement.

GENDER LANGUAGE, any reference to the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders unless the context otherwise requires.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, and common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATE – AMENDMENTS – TERMINATION – GRIEVANCES

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect May 30, 2022, and shall remain in effect until May 31, 2026, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the closest Monday to June 1st through the closest Sunday to May 31st of each year, unless changed or terminated in the way later provided herein.

CHANGE OR TERMINATE:

Section 1.02(a). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c). The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

MUTUAL CONSENT AND APPROVAL:

Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

WORK STOPPAGE:

Section 1.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

LABOR MANAGEMENT COMMITTEE:

Section 1.05. There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

GRIEVANCES:

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

COMMITTEE QUORUM:

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

CIR:

Section 1.08. Should the Labor Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within ten (10) working days after having knowledge of the event shall be deemed to no longer exist.

ARTICLE II

DEFINITION – RECOGNITION

EMPLOYER RESPONSIBILITIES:

Section 2.01. Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Contracting Industry. In this instrument, an “Employer” shall mean a person, firm, or corporation whose principal business is electrical contracting. “Electrical Contracting” shall mean the business of erecting, installing, repairing, servicing or maintaining electric wiring, devices, appliances, or equipment, including purchasing from suppliers or selling of furnished manufactured parts or products. The Employer shall maintain a place of business used solely for the transaction of business and shall maintain a suitable financial status to meet payroll requirements. All Employers’ vehicles shall be lettered in the company name.

INSURANCE:

Section 2.02. For all employees covered by this Agreement, the Employer shall carry Workers’ Compensation Insurance with a company authorized to do business in this State; Social Security; and other protective insurance as may be required by the laws of this State and shall furnish satisfactory proof of such to the Local Union. All Employers shall voluntarily elect to extend the coverage of the Illinois Unemployment Compensation Act to all employees. Employers must file their registration number assigned to them under the provisions of said Act with the Local Union. The Local Union office shall furnish this information to the Labor Management Committee upon request. Employers failing to file their registration number shall be considered as violating this Agreement.

EMPLOYER WORKING WITH TOOLS:

Section 2.03. All Employers who sign this Agreement must employ one (1) or more employees covered by this Agreement when performing work under this Agreement. No Employer shall work with the tools unless he has in his employ one (1) or more employees covered by the terms of this Agreement employed at all times. When there is more than one (1) member of a firm, partnership, or corporation actively engaged in the business and working with the tools, there shall be employed an employee covered by the terms of this Agreement for each member so engaged. This number shall not include apprentices.

Section 2.04. An employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the Employer, and who enjoys special privileges or status and/or who exercises control over the company, may be deemed to be an “Owner In Fact” of the company.

On behalf of any such “Owner In Fact,” the Employer shall pay contributions to the Fringe Benefit Funds, pursuant to Articles VIII, IX, X, XI, XIII, XIV, and XV of this Agreement, on the basis of the gross wages of a Journeyman for the hours actually worked by such individual. Pursuant to Article X of this Agreement, a minimum contribution shall be made to the General Welfare Fund, at the negotiated contribution rate for the Welfare Fund, as though such “Owner In Fact” worked not less than one thousand seven hundred and fifty (1750) hours per year.

All determination as to an individual's status as "Owner In Fact" shall be made by the Labor Management Committee, based on consideration of the individual's "special status" and/or the extent and nature of his control over the company, and shall be conclusive upon the parties. Should the Committee fail to agree, the matter shall be referred to the Council on Industrial Relations, pursuant to Section 1.08 of this Agreement.

SCOPE OF WORK:

Section 2.05. The Employers recognize the IBEW Local 701 as having jurisdiction over the installation, operation, maintenance, service and repair of ALL electrical wiring and electrical equipment used in the construction, alteration, maintenance, service and repair of buildings, structures, bridges, traffic signal work, tunnels, shafts, airports, all electrical raceways (of whatever form) for electrical wires and cables, including electrical work associated with heating, ventilation, fire and smoke alarm, and other life safety and security systems, and such other work as by custom has been performed by members of Local 701, IBEW when determined to be within the Inside branch. All electrical work, and ancillary work thereto, as defined in this Section and all equipment, tools, supports, materials, and temporary light and power works used to accomplish such electrical work shall be performed by employees covered by this Agreement. However, the scope of work as defined in this Section shall not supersede other local Agreements between the IBEW Local 701 and the Northeastern Illinois Chapter, NECA or national Agreements between the International Brotherhood of Electrical Workers and the National Electrical Contractors Association, Inc.

The construction, installation, maintenance, renovation and repair of ALL photovoltaic systems including construction and mounting of solar panel arrays and modules by ground, roof, pole or building integrated mounting used to support solar panels and modules of electrical generating equipment. Including all components, inverters, batteries for grid storage, system chargers, combiner boxes, racking systems installation supporting the solar array or modules, cabling, tracking and shading systems, monitoring and metering and the racking and stacking of solar panels and modules, energy storage systems and micro grids. All erection, installation, maintenance, connection and monitoring of generators, wind turbines, all power generating green technology, fuel cells, battery storage systems, electrical vehicle charging infrastructure, and hydro generation. Such work as welding, burning, brazing, bending, drilling and shaping of all copper, aluminum, channel iron, I-beams and brackets to be used in connection with the installation and erection of electrical wiring, electrical bus bar and duct, raceways, equipment, devices, racking systems or other similar components. High and medium voltage cable splicing and terminations, breakers testing, commission and decommission of electrical control systems. In the interest of safety for those working under this Agreement, covered work shall also include hole watch and fire watch.

UNION RECOGNITION:

Section 2.06. The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employer's employees authorize the Union to represent them in collective bargaining.

Section 2.07. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

SURETY BOND:

Section 2.08. All Employers shall be endorsed on the IBEW Local 701 Contractor's Wage and Fringe Benefit Master Bond as currently in effect from time to time between IBEW Local 701 and the applicable Surety, or shall provide an alternate bond containing terms acceptable to IBEW Local 701.

ALL WAGES AND
ALL FRINGE BENEFITS

A list of Employers complying with this Section will be submitted by the Union to the DuPage County Division, Northeastern Illinois Chapter of the National Electrical Contractors Association upon written request by the Chapter.

ARTICLE III

REFERRAL PROCEDURE

Section 3.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 3.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 3.03. The Employer shall have the right to reject any applicant for employment.

Section 3.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 3.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN/JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four (4) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

- GROUP II All applicants for employment who have four (4) or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.
- GROUP III All applicants for employment who have two (2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.
- GROUP IV All applicants for employment who have worked at the trade for more than one (1) year.

Section 3.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 3.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 3.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

All of DuPage County; Townships of Wayne, Bloomingdale, Addison, Winfield, Milton, York, Naperville, Lisle and Downers Grove, all in the State of Illinois. Including all work performed on the property of Fermi National Accelerator Laboratories and any property Fermi Lab occupies.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Section 3.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

“EXAMINATIONS:”

Section 3.10. An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years’ experience in the trade.

Section 3.11. The Union shall maintain an “Out of Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 3.12. An applicant who has registered on the “Out of Work List” must renew his application every sixty (60) days or his name will be removed from the “List.”

Section 3.13. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 3.14(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the “Out of Work List” and then referring applicants in the same manner successively from the “Out of Work List” in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

(b). An applicant who is discharged for cause two times within a twelve (12) month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant’s continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four (4) weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 3.15. The only exceptions which shall be allowed in this order of referral are as follows:

- (a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager

shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 3.16. An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3.04 through 3.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 3.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 3.21. When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (a). Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.
- (b). Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 3.15(a) is required.
- (c). Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in Paragraph (a) above.

WORKER RECALL:

Section 3.22. An Employer shall have the right to recall for employment any former employee that the Employer has laid off, provided that:

- a. The employee being recalled worked for the Employer for thirty (30) working days prior to being recalled;
- b. The time elapsed since the last layoff has not exceeded a period of forty-five (45) working days;
- c. The former employee is on the referral list containing applicants available for work, regardless of the individual's position on the list;
- d. The former employee is not an apprentice;
- e. The recall must be for a duration of fifteen (15) days or longer;
- f. An employee can only be recalled by a particular Employer two (2) times per year.

However, any employee contacted for recall shall have the same rights under this Agreement to refuse that particular job call as he or she may have to refuse any other job call. Refusal will not affect his/her state unemployment benefit rights.

ARTICLE IV

EMPLOYER RIGHTS – UNION RIGHTS

SUBLETTING & ASSIGNING:

Section 4.01. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

EMPLOYEE CONTRACTING:

Section 4.02. No employee in the bargaining unit covered by the terms of this Agreement, while he remains subject to employment by Employers operating hereunder, shall himself become a contractor for the performance of any electrical work.

Section 4.03. It is hereby understood and agreed that it is the policy of the members of the Union to promote, by all legal means, the use of material and equipment manufactured, processed or repaired under economically sound wages, hours, and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

TRAVELING CONTRACTOR:

Section 4.04. An Employer signatory to a collective bargaining agreement or to a Letter of Assent to an Agreement with another IBEW Local Union, who signs an Assent to this Agreement, may bring up to four (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local Labor-Management Committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

STEWARDS:

Section 4.05. The Union reserves the right to appoint a Steward at any shop and/or any job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed time to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward shall be discriminated against by any Employer because of the faithful performance of his duties as Steward. Whenever practical, the Steward shall be the last Journeyman Wireman to be laid off any job or shop.

The Business Manager shall notify the Employer in writing as to who the Steward is in a shop or on a job.

SAFETY:

Section 4.06. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and the N.E.C.A. standard of installation as read and agreed to on June 1, 1999.

IMPROPER WORKMANSHIP:

Section 4.07. A Journeyman Wireman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. The Employer shall notify the Union of Journeymen Wiremen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

EMPLOYER RESPONSIBILITY:

Section 4.08. The Employer shall be responsible for all construction work contracted by him and shall see that any and all corrections are made to said work due to improper workmanship and faulty material.

JOB ACCESS:

Section 4.09. A representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement.

MANAGEMENT RIGHTS:

Section 4.10. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 4.11. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

DAVIS-BACON AND PREVAILING WAGE:

Section 4.12. For the exclusive purpose of supporting and documenting wages for all Federal and State Funded projects, the NECA Chapter Office may request that an individual Employer shall provide copies of all Davis-Bacon Wage Determination forms, Prevailing Rate Determination forms required by the State, and Certified Payroll Reports to the extent that any of these items cannot be obtained from the respective government bodies directly by the Local Union and provided the information has already been compiled by the Employer.

ARTICLE V

HOURS – WAGES – WORKING CONDITIONS

HOURS:

Section 5.01. Eight (8) hours work between the hours of 6:00 A.M. and 4:30 P.M., with a designated thirty (30) minutes for a lunch period, shall constitute the workday. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute the workweek.

If at any time twelve percent (12%) or more of the workmen normally employed under the terms of this Agreement are unemployed, then the Labor-Management Committee can meet immediately and investigate the facts. The Labor-Management Committee may then declare that the workweek can be four (4), eight (8) hour days within a five (5) day period, Monday through Friday inclusive. This shorter workweek will continue until the Labor-Management Committee shall declare the forty (40) hour week standard.

SHIFT CLAUSE:

Section 5.02. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

FIRST SHIFT The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

SECOND SHIFT The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus ten percent (10%) for all hours worked.

THIRD SHIFT The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus fifteen percent (15%) for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift.

All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

OVERTIME:

Section 5.03. All work performed outside of the regular scheduled workday and on Saturdays shall be paid for at one and one-half (1½) times the regular straight-time rate.

DINNER PERIOD:

Section 5.04. When four (4) or more hours of overtime work is required, after a regular scheduled workday, then a one-half (½) hour dinner period shall be allowed the men working.

HOLIDAYS:

Section 5.05. All work performed on Sundays and the following holidays shall be paid at double the straight-time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. These holidays shall be observed on the calendar day unless the Federal Government officially designates a different date, then the holiday shall be observed on that designated day.

Notice shall be given to the Local Union office before any work is performed on new construction outside of the regular workweek. This will not apply to emergencies or repair work.

LABOR DAY:

Section 5.06. No work shall be performed on Labor Day, except in case of emergency.

JOB SITE CHANGE FOR OVERTIME:

Section 5.07. Workmen having worked eight (8) hours in any one (1) day or four (4) hours on Saturday on one job will not be allowed to go to another job on that day or night to work overtime, unless all workmen on that job are working overtime. Employers shall notify the Union of any such work to be performed under this Section.

WAGES:

Section 5.08. The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN:

Effective 05/30/2022 - \$3.00 Increase to Total Hourly Package

Effective 05/29/2023 - \$3.00 Increase to Total Hourly Package

Effective 06/03/2024 - \$3.00 Increase to Total Hourly Package

Effective 06/02/2025 - \$3.00 Increase to Total Hourly Package

FOREMAN:

\$4.25 Above Journeyman Wireman Hourly Wage Rate

GENERAL FOREMAN:

\$6.25 Above Journeyman Wireman Hourly Wage Rate

AREA GENERAL FOREMAN:

\$8.25 Above Journeyman Wireman Hourly Wage Rate

APPRENTICE WIREMAN – SIX (6) PERIODS

1st PERIOD - 45% of Journeyman Wireman Rate

2nd PERIOD - 50% of Journeyman Wireman Rate

3rd PERIOD - 60% of Journeyman Wireman Rate

4th PERIOD - 70% of Journeyman Wireman Rate

5th PERIOD - 80% of Journeyman Wireman Rate

6th PERIOD - 90% of Journeyman Wireman Rate

The Joint Apprenticeship Training Committee shall provide a Supervisory Training Program.

PAYDAY:

Section 5.09(a). Wages shall not be paid later than the end of the established regular workday within thirty-two (32) regular working hours after the pay period ends. Starting May 31, 2010, Employers can implement electronic transfer of payroll checks. If an employee does not want electronic transfer, the employee will have the option to have his paycheck mailed to him or he may pick up his paycheck at the shop on his own time. Any Employer mailing paychecks must have them postmarked within thirty-two (32) regular working hours after the pay period ends. Employers that do not implement electronic transfer of payroll checks, along with all calls of fourteen (14) days or less, layoffs, and fires must pay employees in full and in person. In the event employees are not paid their wages at or before quitting time, waiting time shall be paid at the employee's straight-time rate of pay which shall be paid until payment is made, but waiting time shall not exceed eight (8) hours in any one (1) twenty-four (24) hour period.

PAYSTUBS:

(b). When wages are paid by check or direct deposit, the Employer shall provide employees with a copy of their paystub, or access to their paystub, within thirty-two (32) regular working hours after the pay period ends.

INSUFFICIENT FUNDS:

Section 5.10. When wages are paid by check and the payment of any check is refused on account of insufficient funds, etc., the Employer so offending shall thereafter be required to pay all wages in currency until such time as the Local Union Business Manager shall permit payment otherwise. Any workman discharged by the Employer shall be paid all wages due immediately. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made, with no more than eight (8) regular hours charged per day until the workman is paid.

LAYOFF NOTICE:

Section 5.11(a). Any workman laid off shall be notified of same not less than one (1) hour before being laid off so that he may have time to pick up his personal tools and belongings and leave the job.

OPTIONAL LAYOFF:

(b). When an employee accepts a job call in Local 701's jurisdiction and is transferred to a job in another jurisdiction, the employee shall have the option of accepting a layoff.

(c). When an employee participates in a shop or in-house layoff that exceeds twenty-one (21) working days, the employee shall have the option to request an unconditional layoff. Such a layoff is not intended to affect whatever state unemployment benefit rights the employee may or may not have, but such rights are beyond the control of the Employer.

DESTRUCTION OF EMPLOYEE FINANCIAL RECORDS:

(d). Upon separation of employment, whenever possible or permissible, the Employer shall destroy the employee's financial records in a timely manner (i.e. bank account number(s), social security number).

FOREMAN-GENERAL FOREMAN APPOINTMENT:

Section 5.12(a). On all jobs requiring four (4) or more employees, one (1) or more as required shall be appointed Foreman by the Employer. The Foreman shall have no more than ten (10) men working for him; thereafter a new Foreman must be appointed. When there are two (2) Foremen on the job, one (1) of them must be appointed General Foreman. The General Foreman shall have no more than seven (7) Foremen under him, after which an Area General Foreman shall be appointed.

(b). The Employer shall have the right to call a Foreman by name provided:

1. The employee is registered on the appropriate Group I Out-of-Work List.
2. The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman, provided the name appears on the Group I List.
3. When an employee is called as a Foreman, he must remain as a Foreman for one thousand (1000) hours or he must receive a "Reduction In Force."

A member can only be called-out as a Foreman two (2) times in a calendar year.

AGE RATIO:

Section 5.13. On all jobs requiring five (5) or more Journeymen, at least every fifth (5th) Journeyman, if available, shall be fifty (50) years of age or older.

SHOW-UP TIME:

Section 5.14. All workmen shall have their time paid from the time of reporting to work and shall not be paid less than four (4) hours for any one (1) workday unless it is through some fault of their own, except in the event of a condition over which the Employer has no control, such as bad weather conditions; then the men shall be paid two (2) hours show-up time; in the event that work continues after two (2) hours, they shall be paid four (4) hours; in the event that work continues after four (4) hours, they shall be paid for six (6) hours; in the event that work continues after six (6) hours, they shall be paid for eight (8) hours. Should workmen be unable to report to work, they must notify the Employer one (1) hour prior to the start of the normal workday. When workmen are not to report to work on the following day, the Employer shall notify such workmen before they leave the job on the preceding workday. This language is not intended to replace or diminish in any way Section 5.15 of the Agreement, which describes emergency call-out.

EMERGENCY CALL-OUT:

Section 5.15. When an employee is required to work outside of the regular work hours, a minimum of two (2) hours at the appropriate rate of pay shall be paid.

SHOP OR JOB SITE:

Section 5.16. When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances the job site shall be considered the shop location.

TRAVELING TIME:

Section 5.17(a). No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Local Union when the Employer orders workers to report to the job.

(b). When a workman is ordered from his reporting job to another job, by his Employer, he may be moved once on his Employer's orders. The Employer shall pay him mileage based on the current Internal Revenue Service rate of compensation for each mile for all other moves.

(c). On work outside the jurisdiction of the Local Union, when the employee is required to remain away from home overnight or any extended period of time, the Employer shall furnish transportation, room and board, and all other necessary expenses including straight-time for traveling.

REPORTING TIME:

Section 5.18. Any workman required by his Employer to go to the Employer's shop shall report at the designated place in sufficient time to begin work at the regular starting time, or if workmen are required to report at the shop at the end of the established workday, they shall come in on the Employer's time.

Section 5.19. Workmen shall be required to report on the job in sufficient time to begin work at the regular starting time and shall remain on the job until the regular quitting time unless working overtime.

SUPERVISION:

Section 5.20. On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman, the Employer or the job estimator.

Section 5.21. The fabrication and assembling of all electrical conduit and equipment, other than what is done by manufacturers, to be used or installed at jobsites located in the jurisdiction of Local 701 IBEW, shall be performed by IBEW members with wages and benefits specifically provided for in the current Inside Collective Bargaining Agreement.

TRANSPORTING TOOLS AND MATERIAL:

Section 5.22. No workman shall use his automobile to transport tools or material, except his own personal kit of tools as listed in Section 5.23.

TOOL LIST:

Section 5.23. Workmen shall provide themselves with a kit of tools such as customarily furnished by workmen for the classification of work. All Journeymen and Apprentices shall furnish the following set of tools:

- | | |
|------------------------------------------|-----------------------------------------------|
| 1 - Tool Box or Tool Bag | 3 - Various Straight Blade Screwdrivers |
| 2 - Pair 9 ½" Channel Lock Pliers | 3 - Various Phillips Screwdrivers |
| 1 - Long Nose Pliers | 1 - Torpedo Level |
| 1 - Side Cutting Pliers (Klein's) | 1 - Pair Long Nose Pliers 6" |
| 1 - Six (6) Foot Ruler | 1 - Key Hole Saw Handle |
| 1 - Twenty-five (25) Foot Measuring Tape | 1 - Hacksaw Frame |
| 1 - Knife | 1 - Set Hollow Stem Nut Drivers (3/16" to ½") |
| 1 - Cold Chisel | 1 - Pair Tin Snips |
| 1 - Wood Chisel | 1 - Tap Wrench & Taps (6/32 to ¼-20) |
| 1 - Wire Stripper | 1 - Set Allen Wrenches to ½" |
| 1 - Claw Hammer | 1 - Square Tip Conduit De Bur |
| 1 - Scratch Awl | 1 - Adjustable 10" Crescent Wrench |
| 1 - Center Punch | 1 - Combination Square |
| 1 - Flashlight | 1 - Stake-On Pliers |
| 1 - 6 to 600 Volt Tester with Continuity | 1 - 3-Sided File |

Section 5.24. The workman may furnish any additional tools he may desire to make his job easier and less tiring. This list excludes the workman carrying any power tools, extension cords, ladders, electrical materials etc.

EMPLOYER TOOLS:

Section 5.25. The Employer shall furnish all cutting tools, and all other necessary tools and equipment and provide facilities for delivering and storage of both tools and material on the job

site. Workmen will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes or other safe places for storage.

PERSONAL TOOL BOXES:

Section 5.26. The workmen can carry in their personal tool boxes these tools furnished by the Employer, namely:

Wood Bits	Hacksaw blades
Keyhole saw blades	1 - ½" Bender
1 - 50' Fish tape	1 - Junk box
White gas or propane tank	1 - 3/4" bender
1 - Set of Knock-Out-Punches up to 2"	Star drills and A-J sets
Optional battery powered drill	

PUTTING AWAY TOOLS:

Section 5.27. Workmen shall be allowed necessary time to pick up all material and tools and store same in a safe place provided by the Employer at the end of the working day or upon leaving the job during working hours.

POSTED JOB LABEL:

Section 5.28. All workmen shall post a job label on each job as approved and furnished by the Local Union in the switch box at the front door of the building. When the service equipment is installed, the label shall then be placed on the front of the distribution panel.

REMOTE PARKING:

Section 5.29. In the event that an employee must report for work one thousand (1000') horizontal feet or further from a designated parking area, the Employer shall furnish transportation from said designated parking to where the employee reports for work in a vehicle protected from inclement weather.

PERSONAL CELL PHONES:

Section 5.30. In the event an employee is required to use his or her personal cell phone for business, the Employer shall issue a payment each month in the amount of three dollars (\$3.00) for each day that the Employer required, and authorized, such use. This amount is not considered wages. Communications between the Employer and the employee(s) regarding work schedules and notifications of absenteeism shall not require payment of this amount if the employee elects to use a personal cell phone for this purpose. Nothing in this Section shall restrict the Employer's ability to regulate or prohibit the use of personal cell phones on the jobsite or on the property of the customer or the Employer.

ARTICLE VI

SAFETY

Section 6.01. Each Employer, operating under the requirements of the Federal or State Occupational Safety and Health Acts (OSHA) has the general duty to furnish each of his employees a place of employment, free from recognized hazards causing, or likely to cause, death or physical harm, and the Employer has the specific duty of complying with safety and health standards promulgated under the Act.

Section 6.02(a). It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

(b). Each employee has the duty to comply with these safety and health standards, and all rules, regulations and orders issued pursuant to the Act which are applicable to his own actions and conduct. Failure on the part of any employee to adhere to these requirements constitutes grounds for discharge by the Employer.

Section 6.03(a). There shall be a Joint Safety Committee consisting of three (3) members representing the Chapter and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules to the parties to this Agreement for general dissemination and possible inclusion in this Agreement. This Committee shall meet at least once every quarter and also when called by the Chairman or when called by a majority of the current Committee members.

(b). Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 6.04. Workmen shall wear a hard hat on all job sites or projects. The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

Section 6.05. On all energized circuits the NFPA 70E standard for electrical safety in the workplace shall be followed.

Section 6.06. On any job where workmen are required to wear any type of radiation detection device, an additional fifty cents (50¢) per hour, which will be subject to applicable fringe benefits, will be added to the Journeyman's rate of pay for the workmen who are required to wear the device.

Section 6.07. The safe work practices that are in effect on utility company property that are more stringent than those in this Agreement shall apply to work performed on that property under the terms of this Agreement.

Section 6.08. It shall be the responsibility of the Employer to file a copy of all accident reports with the Safety Committee through the Business Manager.

Section 6.09. On all jobs where an employee must work below grade in contained areas where gas or fumes may be present, the area shall be tested for safety before entry.

Section 6.10(a). Employees are not to be under the influence of, or in possession of, any intoxicants or non-prescribed drugs on any job.

(b). Each employee has the duty to comply with all posted safety and health standards and all rules, regulations, and orders.

A Safety Booklet approved by the Joint Safety Committee shall be made available through the Local 701 LMCC Office.

ARTICLE VII

FITNESS FOR DUTY

Section 7.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Section 7.02. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE VIII

APPRENTICESHIP AND TRAINING

Section 8.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

Section 8.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 8.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 8.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 8.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 8.06. To help insure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 8.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 8.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 8.12.

Section 8.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 8.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer-agreeing that they are not to accumulate more than two thousand (2,000)

hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 8.11. The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 8.12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen(man).

<u>Number of Journeymen</u>	<u>Maximum Number of Apprentices/Unindentured</u>
1 to 3	2
4 to 6	4
Etc.	Etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 8.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 8.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 8.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 8.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement found in Appendix 'A'. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Section 8.17. There shall be a minimum of six (6) periods of apprenticeship. The first two (2) periods, consisting of one thousand (1000) OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours OJT and an additional year of related classroom training.

ARTICLE IX

NATIONAL ELECTRICAL BENEFIT FUND (NEBF)

Section 9.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Section 9.02(a). The failure of an individual Employer to comply with the provisions of Section 9.01 shall also constitute a breach of this Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Fund established under this Agreement any delinquent contributions to such Fund which have resulted from the violation.

(b). If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Fund to institute court action to enforce an award rendered in accordance with Subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus costs of the litigation which have resulted from the bringing of such court action.

ARTICLE X

ELECTRICAL WORKERS GENERAL WELFARE FUND

Section 10.01(a). The parties hereto have heretofore created a certain Health and Welfare Trust Fund known as the Local Union No. 701 Electrical Workers General Welfare Fund Agreement dated as of April 7, 1950, as amended. The Employer agrees to contribute monthly on or before the 15th of the month following the month work was performed, to said General Welfare Fund an amount equal to the applicable percentage rate from Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. However, overtime contributions shall be paid at the applicable straight-time percentage rate for ALL Apprentice Wiremen, Journeymen Wiremen, Foremen, General Foremen, and Area General Foremen. The applicable straight-time percentage rate shall be determined as follows: The employee's straight-time hourly rate of pay or straight-time shift rate multiplied by the applicable percentage rate from Appendix "A." Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum, from the due date until they are paid. This Section shall conform to the Trust Agreement.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Electrical Workers General Welfare Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

(b). No fringe benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XI

ELECTRICAL WORKERS VACATION TRUST FUND

Section 11.01(a). The parties hereto have created a Vacation Trust Plan known as the Local Union 701 Electrical Workers Vacation Trust Plan dated as of July 1, 1973. The Employer agrees to contribute monthly on or before the 15th of the month following the month work was performed, to said Electrical Workers Vacation Trust Fund an amount equal to the applicable percentage rate from Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum, from the due date until they are paid. This Section shall conform to the Trust Agreement.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Electrical Workers Vacation Trust Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

(b). No fringe benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XII

CHECK OFF WORKING DUES – POLITICAL ACTION COMMITTEE (PAC) – EMPLOYEE PAYROLL DEDUCTION PROGRAM

Section 12.01. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, the additional Working Dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws (See Appendix “A”). Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 12.02. The Employer agrees to deduct and transmit to the Political Action Committee (PAC) the applicable rate from Appendix “A” per hour worked from the wages of each employee who voluntarily authorizes such contribution on the forms provided for that purpose.

Section 12.03. The Employer agrees to participate in an employee payroll deduction program. Employees may elect to have 12.10% of their hourly rate of pay deducted and forwarded to Amalgamated Bank of Chicago; the Employer may, at his or her discretion, allow the employee to specify an amount other than 12.10%. All payroll deductions must be authorized by the employee. The amount deducted shall be specified in writing and signed by the Employer and the employee; the Employer shall retain a copy of the employee’s signed payroll deduction authorization.

These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

Section 12.04. No Working Dues or PAC contributions will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XIII

ELECTRICAL WORKERS GENERAL PENSION FUND

Section 13.01(a). The parties hereto have created a Pension Trust Fund known as the Electrical Workers General Pension Fund, dated June 1, 1971. The Employer agrees to contribute monthly, on or before the 15th of the month following the month work was performed, to said Pension Trust Fund an amount equal to the applicable percentage rate from Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum, from the due date until they are paid. This Section shall conform to the Trust Agreement.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Electrical Workers General Pension Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

(b). No fringe benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

(c). Project Managers will only have to contribute one hundred and sixty (160) hours to the Defined Benefit Pension per month at the current contribution rate.

ARTICLE XIV

ELECTRICAL WORKERS ANNUITY FUND

Section 14.01(a). The parties hereto have created an Annuity Trust Fund known as the Electrical Workers Annuity Fund, dated June 1, 1989. The Employer agrees to contribute monthly, on or before the 15th of the month following the month work was performed, to said Annuity Trust Fund an amount equal to the applicable percentage rate from Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum, from the due date until they are paid. This Section shall conform to the Trust Agreement.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Electrical Workers Annuity Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

(b). No fringe benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XV

ADMINISTRATIVE MAINTENANCE FUND (AMF)

Section 15.01(a). Effective June 1, 1997, all Employers covered by this Agreement shall contribute the applicable percentage rate from Appendix "A" of the gross monthly labor payroll for each employee covered by this Labor Agreement to the Administrative Maintenance Fund (AMF). The monies are for the purpose of administration of the Collective Bargaining Agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Northeastern Illinois Chapter, NECA, and not the Local Union.

The Administrative Maintenance Fund will be solely administrated by the Northeastern Illinois Chapter, NECA, and shall not be used in any manner detrimental to the Local Union or the IBEW.

(b). No AMF contributions will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XVI

LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 16.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) To improve communications between representatives of Labor and Management;
- 2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) To engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) To enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 16.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 16.03. Each Employer shall contribute the amount of the applicable rate from Appendix "A" per hour worked under this Agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day

of the month in which the labor was performed. The DuPage County Division, Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 16.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XVII

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 17.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186 (c)(9). The purposes of this Fund include the following:

- 1) To improve communication between representatives of Labor and Management;
- 2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) To engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) To enhance the involvement of workers in making decisions that affect their working lives; and
- 10) To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 17.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 17.03. Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 17.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XVIII

SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND (SUB-FUND)

Section 18.01. The parties hereto have agreed to the establishment of a trust fund known as the Supplemental Unemployment Benefit Fund (SUB-Fund) effective June 1, 1997. The Employer agrees to contribute monthly, on or before the 15th of the month following the month work was performed, to said SUB-Fund an amount equal to the applicable rate from Appendix "A" per hour worked for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum, from the due date until they are paid. This Section shall conform to the Trust Agreement.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Supplemental Unemployment Benefit Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

ARTICLE XIX

ENFORCEMENT AND AUDITS

Section 19.01. Notwithstanding any other provisions of this Agreement, the Union shall be permitted to remove workers whom they represent from any and all job sites for non-payment of wages or benefits without notice to the delinquent Employer when it deems such action is necessary in order to protect the workers from violation of the wage and benefit provisions of this Agreement.

Section 19.02. The Trustees of the aforementioned Welfare and Pension Fund and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of determining compliance with the provisions of this Agreement.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Section 19.03. The Union shall not be bound beyond the terms of its Constitution and By-Laws.

ARTICLE XX

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 20.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of one percent (1%) of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.
- 2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE XXI

PRIOR AGREEMENTS – EFFECT OF LAW

Section 21.01. This Agreement shall constitute the only Agreement between the parties covering this type of work and all prior Agreements, entered into, either written or verbal, are hereby declared to be null and void.

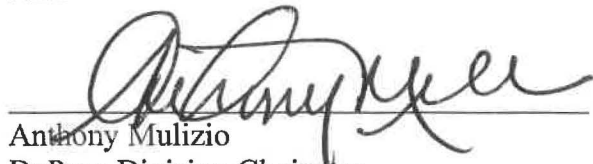
Section 21.02. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

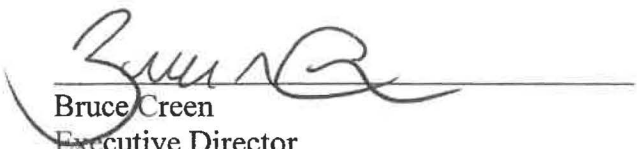
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW


SUBJECT TO REVIEW BY THE
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION


SIGNED:
NORTHEASTERN ILLINOIS CHAPTER,
NECA


Anthony Mulizio
DuPage Division Chairman


Bruce Creen
Executive Director

SIGNED:
LOCAL UNION 701, IBEW


William Drew
President


Frank Furco
Business Manager

APPENDIX "A"

WAGE AND FRINGE BENEFIT INFORMATION SHEET

Wage and Fringe Benefit rates for the Inside/Commercial Agreement between Local Union 701, IBEW, and the Northeastern Illinois Chapter, NECA, effective May 30, 2022.

JOURNEYMEN WIREMEN	5/30/22 – 5/28/23
Hourly Wage Rate	\$43.08
Vacation (16.55% of gross wages)	\$7.13
Health & Welfare (31.57% of gross wages*) <small>*Overtime to be calculated and paid in accordance with Article X, Section 10.01</small>	\$13.60
Pension (37.72% of gross wages)	\$16.25
Annuity (23.28% of gross wages)	\$10.03
N.E.B.F. (3.00% of gross wages)	\$1.29
S.U.B. Fund (\$0.00 cents per hour worked)	\$0.00
TOTAL PAYROLL PACKAGE	\$91.38
Apprenticeship (2.78% of gross wages)	\$1.20
Administrative Maintenance Fund (0.40% of gross wages)	\$0.17
L.M.C.C. (\$0.22 cents per hour worked)	\$0.22
N.L.M.C.C. (\$0.01 cent per hour worked)	\$0.01
TOTAL PACKAGE	\$92.98

DEDUCTIONS:

Working Dues – 3.00% of gross wages (**Effective June 4, 2018**)

Political Action Committee (P.A.C.) - \$0.05 (five cents) per hour worked

FOREMEN RATES:

Foremen – \$4.25 above Journeymen Wiremen Hourly Wage Rate (\$47.33)

General Foremen – \$6.25 above Journeymen Wiremen Hourly Wage Rate (\$49.33)

Area General Foremen – \$8.25 above Journeymen Wiremen Hourly Wage Rate (\$51.33)


Executive Director

6/3/2022
Date


Business Manager

6/3/2022
Date

MEMORANDUM OF AGREEMENT

INSIDE/COMMERCIAL AGREEMENT

THIS SIDE LETTER to the Agreement between Local Union 701, IBEW and the Northeastern Illinois Chapter, NECA, shall take effect May 30, 2022, and shall remain in effect until May 31, 2026.

WHEREAS, the parties have previously entered into the aforesaid Collective Bargaining Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement, as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by the parties hereto as follows:

BE IT RESOLVED that the undersigned have mutually agreed that it is in the best interest of our collective membership and of our industry that the following Section is hereby amended in its entirety and shall hereafter be and read as follows:

ARTICLE III

REFERRAL PROCEDURE

Section 3.13. An applicant who is hired and who receives, through no fault of his own, work of fourteen (14) calendar days or less shall, upon re-registration, be restored to his appropriate place within his Group.

SIGNED:
NORTHEASTERN ILLINOIS CHAPTER,
NECA



Bruce Green
Executive Director

6/3/2022

Date

SIGNED:
LOCAL UNION 701, IBEW



Frank Furco
Business Manager

6/3/2022

Date

LETTER OF UNDERSTANDING

IBEW LOCAL 701 TRIAL TRAINEE PROGRAM

THIS LETTER OF UNDERSTANDING (LOU)/TRIAL TRAINEE PROGRAM AS A SIDE LETTER to the Agreement between Local Union 701, IBEW, and the Northeastern Illinois Chapter, NECA, shall take effect May 30, 2022, and shall remain in effect until May 31, 2026. At the end of each year this LOU/Program will be evaluated for its effectiveness and utilization. All other provisions of the Inside/Commercial Agreement remain applicable unless otherwise noted or modified herein.

WHEREAS, the parties have previously entered into the aforesaid Collective Bargaining Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement, as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is agreed by the parties hereto as follows:

BE IT RESOLVED that in the interest of obtaining and retaining market share in the electrical construction industry, the undersigned have mutually agreed to create this Letter of Understanding/Trial Trainee Program. While this Letter of Understanding/Trial Trainee Program is in effect it shall replace the Market Recovery/Small Works Agreement between Local Union 701, IBEW, and the Northeastern Illinois Chapter, NECA, which is a separate Agreement.

The primary purpose of the Trial Trainee Program is market expansion. Our goal is to increase market share by lowering overall composite rates to make us more competitive, and to improve training opportunities for current and future apprentices.

Local Union 701, IBEW, and the Northeastern Illinois Chapter, NECA, will provide opportunities to those who may be interested in an apprenticeship in the unionized electrical construction industry. Anyone interested in participating in the Trial Trainee Program must obtain a letter of recommendation from one of the Local's signatory Employers or the Local 701 Business Manager. It is intended that any applicant from a signatory Employer will be referred out to that Employer upon successful completion of all prerequisites. The applicant will then follow the Trainee Application Process as described in the Trainee Application Process that follows. All Trainees must be at least eighteen (18) years old at the time of application and must pass a mandatory drug screen (urine test) before being accepted into the Program.

Trainees may be given the opportunity to work up to two thousand (2,000) hours in this classification. After reaching this threshold, individuals may reapply and re-enter the program.

The Trainee Program begins with a non-paid electrical construction industry orientation. The orientation program includes OSHA 10, CPR, tool and material identification, and information about the Local's Apprenticeship Program. Upon completion of the orientation program, Trainees will be assigned by the Local to a signatory Employer and begin working on a jobsite.

The Employer shall contribute to the National Electrical Benefit Fund (NEBF) and the Local 701 Apprenticeship and Training Trust on behalf of all Trainees. Contributions to other benefit plans addressed in other Sections of this Agreement are not applicable to Trainees.

This Letter of Understanding/Trial Trainee Program does not cover any project or work that falls under the Davis-Bacon Act, Illinois Prevailing Wage Laws, Project Labor Agreements, and/or work funded or financed by union trust funds.

SIGNED:
NORTHEASTERN ILLINOIS CHAPTER,
NECA


Executive Director

6/3/2022
Date

SIGNED:
LOCAL UNION 701, IBEW


Business Manager

6/3/2022
Date

TRAINEE REGISTRATION PROCESS

The DuPage County JATC will be accepting applications EVERY TUESDAY, from 8:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 4:00 P.M. You must APPLY IN PERSON with a picture ID and your application fee. Our office is located at 28600 Bella Vista Parkway, Suite 1500, in Warrenville, Illinois 60555.

Each applicant must bring the following documentation:

1. A copy of your valid Driver's License.
2. A copy of your U.S. Birth Certificate, U.S. Passport, Certificate of U.S. Citizenship or Naturalization, or Permanent Resident Alien Card. (This information is required to prove eligibility to work in the U.S. and prove minimum age requirement of 17 at the time of registration).

Candidates MUST BRING COPIES of the above listed documents, original documents will not be copied in our office and any copies provided to the JATC office, will not be returned.

TRAINEE ORIENTATION PROGRAM

Candidates for the Trainee Program will be selected based on the needs of the industry and completion of the orientation program.

All candidates will be required to attend an eight (8) hour Trainee Orientation Program. An administration fee of one hundred dollars (\$100.00) is required prior to the start of orientation.

Candidates must complete the following prior to job placement:

- Agree to and sign the terms of the 'Trainee Program Policy Statement'
- Submit and pass a urine drug screen
- Complete OSHA 10 training
- Complete CPR training
- Complete tool and material identification training

If the candidate successfully completes the orientation process as required, the administration fee will be applied to the tools required for work. Unsuccessful completions forfeit their administration fee.

TRAINEE SELECTION

Those candidates who successfully complete the orientation process will be referred through the JATC Office to signatory contractors with thirty (30) day permits.

- Qualified Trainees shall be selected from the current application and ranking list.
- A qualified Trainee may be called off the list by submitting a letter of "intent to sponsor" to the JATC Office from a signatory contractor or the Local 701 Business Manager.

At permit renewal the Trainee must submit an hours worked report and a completed trainee evaluation report. The Trainee's attendance, attitude, and performance will be evaluated on a regular basis. In the event that the Trainee is deficient in any one of these areas, the Trainee will be dropped from the Program.

RATIOS

EMPLOYER RATIOS:

One (1) Trainee per shop that has five (5) or less JW's; two (2) Trainees per shop that has six (6) to ten (10) JW's. Shops with over ten (10) JW's will have a ratio of one (1) Trainee to ten (10) JW's. In no instance shall a shop have more than eight (8) Trainees.

<u>Journeyman</u>	<u>Trainees</u>
1 – 5	1
6 – 10	2
11 – 20	3
21 – 30	4
31 – 40	5
41 – 50	6
51 – 60	7
61 – 70	8

JOBSITE RATIOS:

Trainees shall be included when calculating jobsite Apprentice Ratios per Article VIII, Section 8.12, of the Inside/Commercial Agreement.

Trainees must be under the supervision of a Journeymen Wireman at all times.

SCOPE OF WORK

Trainees shall be allowed to perform menial jobsite tasks such as material handling, loading and unloading equipment and tools, assemble fixtures, and jobsite cleanup related to electrical materials only. Trainees shall be permitted to perform a very limited amount of job tasks in order to develop job skills and trade competencies.

The following exceptions will be strictly enforced:

1. Trainees shall never perform any type of work on an energized circuit.
2. Trainees shall never terminate any electrical work.
3. Trainees will not be allowed on any job that falls under the Davis-Bacon Act, Illinois Prevailing Wage Laws, Project Labor Agreements, and/or work funded or financed by Union Trust Funds.

TOOL LIST

Hammer	Various Tip Screwdrivers
Utility Knife	Linesmen Pliers (Klein's)
Canvas Bag	Wire Strippers
Tape Measurer	

Trainees shall not remain employed, and the Employer may not add additional Trainees, if Apprentices become available for OJT assignment unless the Employer is already employing the full complement of Apprentices allowed, or has and is cooperating in the employment and training of Apprentices.

Trainees may work overtime after all other bargaining unit members have been offered such overtime. There is no transferring of Trainees for overtime.

All selected Trainees will be subject to Local 701's random drug testing policy.

Ratio and Trainee numbers may be increased at the Business Manager's discretion.

WAGES

Trainee	5/30/22 – 5/28/23
Trainee Hourly Wage Rate	\$18.08
N.E.B.F. (3.00% of gross wages)	\$0.54
Administration (1.91% of gross wages)	\$0.35
TOTAL PACKAGE	\$18.97

The Employer shall contribute to the National Electrical Benefit Fund (NEBF) and the Local 701 Apprenticeship and Training Trust on behalf of all Trainees. Contributions to other benefit plans addressed in other Sections of this Agreement are not applicable to Unindentured.